

# **EXHIBIT 3**

## **Skillz' Terms of Service (updated Sept. 21, 2017)**

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## User Terms and Conditions of Service

*Updated [September 21, 2017]*

Welcome to Skillz! We hope you'll enjoy being a part of our community by participating in our online gaming challenges, competitions and tournaments (collectively, "Competitions") and using other applications, tools and services that we may provide from time to time (together with Competitions, the "Services").

BY REGISTERING FOR AN ACCOUNT WITH US (your "Account"), USING THE SERVICES IN ANY WAY, CLICKING "I ACCEPT" BELOW, DOWNLOADING ANY SOFTWARE APPLICATION FROM US (as further defined in Section 2.2 below, "Software"), OR REGISTERING FOR OR PARTICIPATING IN ANY COMPETITIONS, YOU: (A) ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND CONDITIONS OF SERVICE AND ALL OBLIGATIONS AND RULES THAT MAY BE INCLUDED WITHIN EACH COMPETITION IN WHICH YOU PARTICIPATE ("Rules") (these Terms and Conditions of Service, the terms of any policy incorporated herein, and the Rules are collectively referred to as the "Terms") IN THEIR ENTIRETY; (B) AGREE TO BE BOUND BY THE TERMS; AND (C) ARE AUTHORIZED AND ABLE TO ACCEPT THESE TERMS. If you don't wish to be bound by the Terms, do not click "I accept" and do not register with Skillz ("Skillz", "we" or "us") and do not use the Services. Declining to accept these Terms means you will be unable to participate in Competitions or use your Skillz account.

### 1. GENERAL TERMS

1.1. Arbitration. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ANY CLAIM, DISPUTE OR CONTROVERSY OF WHATEVER NATURE ("CLAIM") ARISING OUT OF OR RELATING TO THESE TERMS AND/OR OUR SOFTWARE OR SERVICES MUST BE RESOLVED BY FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE PROCESS DESCRIBED IN SECTION 14 BELOW. PLEASE READ SECTION 14 CAREFULLY. To the maximum extent permitted under applicable law, you are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury.

1.2. Changes to the Terms. We may amend, change, modify or revise the Terms at any time, and we may post a notice on our website at [www.skillz.com] ("Website") of any material changes, and you can see when these Terms were last revised by referring to the "Updated" legend above. Your continued participation in Competitions and/or use of Software or Services means you accept any new or modified Terms. You are responsible for reviewing the Terms for any changes, so please check back here from time to time.

1.3. Eligibility. You may not modify these Terms except in writing signed by both you and Skillz. For purposes of these Terms, “writing” does not mean an email nor an electronic/facsimile signature.

1.3.1. United States (U.S.). To be eligible to register an Account, to participate in any Competition or receive Services, and/or to download Software, you must: (a) be a natural person who is at least 18 years of age or older, and who is personally assigned to the email address submitted during your Account registration; (b) have the power to enter into a contract with Skillz; (c) be physically located within the U.S. when accessing your Account and participating in Competitions; (d) be physically located within a U.S. state in which participation in the Competition you select is unrestricted by that state’s laws; and (e) at all times abide by these Terms. *If any one of these requirements is not met at any time, we may suspend or close your Account with or without notice.*

1.3.2. Non-U.S. To be eligible to register an Account, to participate in any Competition or receive Services, and/or to download Software, you must: (a) be a natural person who is at least 18 years of age or older, and who is personally assigned to the email address submitted during your Account registration; (b) have the power to enter into a contract with Skillz; (c) be physically located in a jurisdiction in which participation in the Competition you select is permitted and unrestricted by that state or country’s laws; and (d) at all times abide by these Terms. *If any one of these requirements is not met at any time, we may suspend or close your Account with or without notice.*

1.4. Registration. When you create an Account, you will be asked for a legitimate email address that you control and to create a password. After registration, you will be given the opportunity to create a username or accept a username given by the Services. The password and username are needed to participate in the Services. As a registered user, you can update your account settings, including your email address, by logging into your Skillz Account inside any Skillz-enabled game and clicking “Account Settings”. Also, if you forget either your password or username, you can visit the Website or email us for help. Please keep your username and password secret because you are responsible for all activity taken through your Account. Although we may offer a feature that allows you to “save” or “remember” your password, this feature makes it possible for third parties to access your Account, so please use that feature prudently because such use is at your own risk. We may, in our sole discretion, reject, change, suspend and/or terminate your username.

1.5. Your Account. As the holder of your Account, you are solely responsible for complying with these Terms, and only you are entitled to all benefits accruing thereto. You may not allow any other person to (i) access your Account; (ii) access Services or Software through your Account; or (iii) accept or use prizes, winnings and other representative of value (including without limitation digital trophies, virtual currency or virtual goods) (collectively “Winnings”). Neither your Account nor Winnings nor any Digital Assets (defined in Section 10.3) are transferable to any other person or account. You must immediately notify us of any unauthorized use of your password or identification or any other breach or threatened breach of our security or the security of your Account.

1.6. Personal Location Data: As a part of this service, we collect location information from your device. If you would like to opt out of having this information collected, you can disable location access to any Skillz game through the Settings menu on your mobile device.

1.7. Use of Information Collected: By upgrading an account and providing an email address, users authorize Skillz to provide them with important announcements, relevant promotions, and other related communications. Users will always have the opportunity to opt out of these communications at any time.

1.8 Employee Policy: Skillz employees may use the Services and/or Software for the purpose of testing the user experience, but may not withdraw money. Skillz directors, contractors, affiliates, or partners may use the Website, Services and/or Software without such limitation, but only if they do not have any access to non-public information relating to the Services and/or Software that would lead to any advantage in their play using the Services and/or Software.

## 2. SERVICES AND SOFTWARE

2.1. Our Services. We may, with or without notice to you: (1) modify, suspend or terminate your access to the Website, Services and/or Software for any reason without liability; and (2) interrupt the operation of the Website, Services and/or Software as necessary to perform maintenance, error correction, or other work. We may suspend and/or close the account of any user who violates, or whom we reasonably believe may be in violation of or will violate, these Terms, at any time without notice and without liability. Also, and without limiting our other rights or remedies, if we believe you have violated these Terms or if you have violated these Terms, we may determine that your Winnings, if any, will be forfeited, disgorged or recouped by us.

2.2. Software. If you wish to participate in Competitions or receive Services, you may be required to first download certain proprietary Skillz software and/or mobile applications (together with the content included therein, any associated documentation, and any application program interfaces, license keys, and patches, updates, upgrades, improvements, enhancements, fixes and revised versions of any of the foregoing, is collectively "Software"). If you do not download the Software, you will not be able to participate in Competitions or receive relevant Services. Whether you download the Software directly or from a third party, such as , your use of the Software is subject to these Terms. We license the Software to you under Section 10.2.

2.3. Remote Access and Updates. We may choose to offer technical support for Software from time to time in our discretion. Such technical support may require that we remotely access your personal computer or device on which the Software is installed ("Device"). Also, if and when we update the Software or deploy patches, updates, and modifications to the Software, we may do so through remote access of your Device without your knowledge. You hereby consent to these activities. You acknowledge that if we cannot remotely access your Device, then the Software may no longer work, and this may

prevent you from participating in Competitions or otherwise receiving Services. Our access to your Device will be limited only for purposes of providing support or updating the Software, and is governed by the terms of our Privacy Policy.

2.4. Beta Releases. For any Service that is identified by us as a “beta” version (“Beta Service”), you acknowledge and agree that a Beta Service may contain more or fewer features than the final release of the Service. We reserve the right, not to release a final release of a Beta Service or to alter its features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics. Beta Services may not be suitable for production use and may contain errors affecting proper operation and functionality.

2.5. Third Party Sites. You may be able to access third-party websites or services via the Software, Services or Website. We are not responsible for third-party websites, services, or content available through those third-party services. You are solely responsible for your dealings with third-parties (including advertisers and game developers). Your use of third-party software, websites or services may be subject to that third-party’s terms and conditions.

### 3. COMPLIANCE WITH LAWS

3.1. Prohibited US States/Countries. You acknowledge that various rules, regulations and laws addressing sweepstakes, contests, and tournaments with entry fees and/or prizes govern your participation in Competitions (“Gaming Laws”), and that Gaming Laws are set up by each individual US state, country, territory, or jurisdiction. Therefore, we DO NOT offer Cash Competitions (as defined in section 8.3) to users participating in Competitions in any state in which such Competition violates its Gaming Laws (“Prohibited Jurisdiction”), and if you are located in any Prohibited Jurisdiction then you may not participate in Cash Competitions. In the United States, Prohibited Jurisdictions, as of the “Updated” date above, include: Arizona, Arkansas, Connecticut, Delaware, Florida, Louisiana, Maryland, Montana, South Carolina, South Dakota, and Tennessee. For card games, Prohibited Jurisdictions include Maine and Indiana. It is your responsibility to determine whether the state, country, territory or jurisdiction in which you are located is a Prohibited Jurisdiction. We reserve the right (but have no obligation) to monitor the location from which you access Services, and we may block access from any Prohibited Jurisdiction. Each time you log in to participate in a Cash Competition, you must accurately confirm the location from which you are playing.

3.2. Additional Laws. In addition to Gaming Laws, you are also subject to all municipal, state and federal laws, rules and regulations of the city, state and country in which you reside and from which you access and use Services, including without limitation U.S. export laws (together with Gaming Laws, the “Applicable Laws”). You are solely responsible for your compliance with all Applicable Laws. Access to Competitions may not be legal for some or all residents of, or persons present in, certain jurisdictions. SERVICES AND COMPETITIONS ARE VOID WHERE PROHIBITED OR RESTRICTED BY APPLICABLE LAWS. Your participation in Competitions is at your own

risk, and you agree not to hold us responsible or liable if Applicable Laws restrict or prohibit your access or participation.

3.3. Legal Disclaimers. WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE LAWFULNESS OF YOUR PARTICIPATING IN ANY COMPETITION OR USE OF SERVICES, NOR SHALL ANY PERSON AFFILIATED, OR CLAIMING AFFILIATION, WITH US HAVE AUTHORITY TO MAKE ANY SUCH REPRESENTATIONS OR WARRANTIES.

#### 4. YOUR REPRESENTATIONS AND WARRANTIES TO US

You represent and warrant to us that (1) you have the right, authority, and capacity to agree to these Terms, to register for an Account, and to participate in those Competitions for which you register; and (2) you will comply with these Terms when participating in Competitions, receiving Services, and/or using Software; and (3) all information you supply to us is complete, accurate and current (and knowingly submitting incomplete or inaccurate information, or failing to update and maintain current, complete and accurate information, may result, without limitation, in immediate termination of your Account and forfeiture of Winnings).

#### 5. YOUR INDEMNIFICATION OF US

You will, at your own cost and expense, indemnify and hold us and our directors, officers, employees and agents harmless from and against any and all claims, disputes, liabilities, judgments, settlements, actions, debts or rights of action, losses of whatever kind, and all costs and fees, including reasonable legal and attorneys' fees, arising out of or relating to (i) your breach of these Terms; (ii) any use of your Account, the Website, the Software and the Services by any person including yourself; (iii) your violation of Applicable Laws; and/or (iv) your negligence or misconduct; and, if we instruct you in writing, you will, at your cost and expense, defend us from any of the foregoing using counsel reasonably acceptable to us.

#### 6. PRIVACY

6.1. Privacy Policy. We are committed to your privacy, and our Privacy Policy, the terms of which are incorporated into these Terms as if set forth in their entirety, explains the policies put in place and used by us to protect your privacy as you visit the Website, participate in Competitions, download and use the Software and receive Services, and its terms are made a part of these Terms by this reference. We receive, store and use all information that you submit to the Website and all information you submit in registering for and participating in Services, in accordance with the Privacy Policy, so please read it carefully. We also collect anonymous aggregated and/or statistical data reflecting your use of the Website and Services and may use such data for tracking, reporting and other activities in connection with our business, also all in accordance with the Privacy Policy. We will not intentionally disclose any personally identifying information about you (including information submitted in creating an Account, your social security number, your



email address, phone number, or passport, information obtained by the Website from cookies, and information regarding your IP address) to third parties without your consent except (1) where expressly specified in these Terms, (2) where expressly specified in the Privacy Policy, and/or (3) where we, in good faith, believe such disclosure is necessary to comply with Applicable Laws, to enforce these Terms against you, or to help prevent a loss of life or physical injury or crime.

6.2. Communications With You. As also detailed in the Privacy Policy, we may use emails, text messages, and push notifications to notify you when you win Competitions, when a Competition you have entered has completed, and to let you know of special promotions, events and policy changes. We may also communicate with you via email, text message, push notification or chat for any other purpose relating to Services or Software. We or our representatives may monitor all communications made by or received by you while using the Website and Services. If you do not wish to receive these communications from us, you may opt out by emailing support@skillz.com, but you acknowledge that opting out may result in your inability to participate in Competitions or receive Services.

6.3. Device Information. Using the Software and Services requires an Internet connection to our servers, and we may need to collect certain information from you and your Internet-enabled device ("Device") in order to make the Software and Services available to you, such as hardware system profile data, internet connection data and any other data related to the operation of the Service from any Device that logs onto the Service using your Account. We will use this information in accordance with the Privacy Policy.

6.4. Warning. Please take care in sending us sensitive information because third parties can unlawfully intercept or access transmissions or private communications between you and us, and you acknowledge that internet transmissions are never completely private or secure.

6.5. Promotional Activities. By registering for an Account, you allow us to publicly display your username and tournament records, and to use this information for any purpose. By using the Services, you allow us to print, publish, broadcast and use, worldwide, in any media and at any time, your name, picture, voice, likeness, and/or any biographical information that you submit to us ("Biographical Information") for promotional, marketing or related business purposes, without compensation to you. However, we will never sell your Biographical Information without your prior written consent, and our use of your personally identifiable information is always governed by our Privacy Policy.

6.6. Gameplay Dialogue. We may use third party websites and technologies to record or stream gameplay or chat dialogue occurring through the Services, including your own dialogue ("Recordings"). We use Recordings to verify compliance with these Terms and as part of marketing and promotion of the Services. Please do not submit personally identifiable information in gameplay dialogue—this information is available for anyone to see and use. You may record and distribute your own recordings of gameplay dialogue for non-commercial purposes (i.e., you may not record or distribute Recordings for compensation) so long as your recording and distribution: (a) do not include other

products or services that are competitive with our products or services, and (b) comply with these Terms.

6.7. Children. The Services will not knowingly accept personal information from anyone under 18 years old. If you believe that a child under 18 has gained access to the Services, please contact us at [support@skillz.com](mailto:support@skillz.com). We have taken commercially reasonable steps to restrict use of Services to those who are at least 18 years old. We do not sell products or services for purchase by minors.

## 7. ACCEPTABLE USE POLICY

7.1. Rules of Conduct. You are personally responsible for your use of Services and Software, and while using Services and Software you must conduct yourself in a lawful and respectful manner in accordance with our rules of conduct below. We may temporarily or permanently ban users who violate these rules, or who abuse email communications, support communications, or the community purpose of any message board areas, as determined by us in our sole discretion. We reserve the right to disable a player's ability to upload profile photos or edit their username at any time.

- Profanity, obscenities, or the use of **\*\*asterisks\*\*** or other "masking" characters to disguise such words, is not permitted.
- You may not use or upload obscene, lewd, slanderous, pornographic, abusive, violent, insulting, indecent, threatening and harassing language of any kind, as determined by us in our sole discretion.
- Service usernames will be displayed as 'Your Name'; impersonating other players is not allowed.
- Do not share personal information (your name, phone number, home address, and password) with other users.
- Do not transmit or upload any copyrighted, or trademarked materials in messages or postings.
- Information disclosed in chat rooms, message boards, gameplay dialogue or via eMessages is revealed to the public, and we are not responsible for information you choose to disclose to others.
- Advanced fonts, java, tables, html, or other programming codes or commands are not allowed in messages.
- You may not attempt to participate in any Service by means of automatic, macro, programmed, or similar methods.
- You may not commit fraud with regard to any Service.
- You may not attempt to impersonate or deceive another user for the purposes of illicitly obtaining cards, passwords, account information etc. (aka "scamming").



You may not make any commercial use of any of the information provided on the Website or through the Services nor make any use of the Website or Services for the benefit of a business.

7.2. Your Content. You acknowledge that the Service is a passive conduit for user content and that we do not pre-screen user content or communications. We do not control, verify or pay for any user content or communications. We do not endorse, and specifically disclaim any responsibility or liability for, any publicly posted content. In addition, we may terminate your access to any public forums at any time, without notice, for any reason whatsoever, and/or delete, move or edit content submitted publicly, in whole or in part. You may only upload, send, and receive messages and material that is related to the subject matter of the public forums, complies with Applicable Laws, and conforms to any additional terms of service we post in the public forums. You may not upload to, distribute, or otherwise publish any content, information, or other material that (a) violates or infringes the copyrights, patents, trademarks, service marks, trade secrets, or other proprietary rights of any person; (b) is libelous, threatening, defamatory, obscene, indecent, pornographic, or could give rise to any civil or criminal liability under U.S. or international law; or (c) includes any bugs, viruses, worms, trap doors, Trojan horses or other harmful code or properties. Submissions or opinions expressed by users are that of the individual expressing such submission or opinion and may not reflect our opinions. Subject to the foregoing, we may edit, refuse to post, or to remove any information or materials that you submit to us, in our sole discretion. You may not use a false email address, pretend to be someone other than yourself or otherwise mislead us or third parties as to the origin of your submissions or content. We may, but shall not be obligated to, remove or edit any of your submissions or content for any reason.

7.3. Cheating, Fraud, and Abuse. In accessing or participating in Services or using the Software, you represent and warrant to us that you will not engage in any activity that interrupts or attempts to interrupt the operation of the Services or Software. Anyone who engages in, participates in, or displays behavior that may be interpreted, in our sole discretion, as unfair methods in participating in Services or using the Software, including but not limited to, the opening and/or use of multiple accounts, the use of unauthorized or altered software or hardware to assist play (e.g., bots, bot nets, and collusion with bots), intentionally poor play in certain games to achieve competitive advantage, collusion with other players (e.g. intentionally losing rematches in Cash Competitions), deliberate transfer of money between accounts (e.g., "money laundering"), harassment of other participants, posting objectionable material, breach of these Terms, breach of security of your Account or, or any other act (whether through the use of automated technology or otherwise) that unfairly alters your chance of winning or constitutes the commission of fraud (collectively, "Abuse"), you will be subject to immediate sanction (as determined by us in our sole discretion), which may include, without limitation: (1) immediate termination of your Account and blocking of your access to the Website and Services; (2) any Winnings that you may otherwise have been entitled to receive shall be void and forfeited; and (3) any Winnings received by you shall be subject to disgorgement and/or recoupment. In addition to the foregoing, we reserve the right to disclose or report any money laundering similar illegal activity to law enforcement and regulatory authorities.

Without limiting our other available remedies, we may institute or seek any injunctive relief, civil and/or criminal proceedings against you and/or any of your co-conspirators arising out of or related to your commission of Abuse, including without limitation recovering all of our fees and expenses (including reasonable attorneys' fees) in connection with such efforts.

7.4. Hacking, Tampering, or Unauthorized Access. Any attempt to gain unauthorized access to our systems or any other user's account, interfere with procedures or performance of Services, Software or the Website, or deliberately damage or undermine the Services or Software is subject to civil and/or criminal prosecution and will result in immediate termination of your Account and forfeiture of your Winnings. You acknowledge that we are not responsible for any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access or use of Services or your Account.

7.5. Restrictions. Any use, reproduction or redistribution of the Service, Software, or related products or services (including without limitation, Digital Assets, as defined in Section 10.3) not expressly authorized by these Terms is expressly prohibited. You may not engage in, or assist others to engage in, conduct that would damage or impair our property including, without limitation: (a) copying, distributing, transmitting, displaying, performing, framing, linking, hosting, caching, reproducing, publishing, licensing, or creating derivative works from any information, software, products or services obtained from us; (b) providing unauthorized means through which others may use Services such as through server emulators; (c) taking actions that impose an unreasonable or disproportionately large load on our or our suppliers' network infrastructure, or that could damage, disable, overburden, or impair our Websites or Services; (d) interfering with any other party's use and enjoyment of Services and/or Software (including cheating) or the Website; and/or (e) attempting to gain unauthorized access to third party accounts, the Service, or Software.

## 8. WINNINGS, ACCOUNT FUNDS, AND PAYMENTS

8.1. Fees. Fees and payments for Services that you pay to us ("Fees") and our billing procedures are detailed in our billing application. If there are Fees charged to your Account, you agree to pay those Fees. All Fees are stated in U.S. Dollars, must be prepaid, and are non-refundable. You are fully responsible and liable for all charges, deposits and withdrawals made under your Account, including any unauthorized charges, deposits or withdrawals. We may change the price of Services at any time, but no price change will affect your past purchases.

8.2. Billing. We may change Fees and billing procedures by updating our billing application with or without notice to you. By providing us with a payment method, you (i) represent that you are authorized to use the payment method that you provided and that any payment information you provide is true and accurate; (ii) authorize us to charge you for the Services using your payment method; and (iii) authorize us to charge you for any paid feature of the Services that you choose to sign up for. We may bill you (a) in advance; (b) at the time of purchase; or (c) shortly after purchase, in our sole discretion. If we make

an error on your bill, you must tell us within 120 days after the error first appears on your bill. We will then promptly investigate the charge. If you don't tell us within that time, we'll not be liable for any losses resulting from the error and we won't be required to correct the error or provide a refund. If we identify a billing error, we will correct that error within 90 days. You must pay for all reasonable costs we incur to collect any past due amounts, including without limitation reasonable attorneys' fees and other legal fees and costs.

8.3. Cash Deposits. If you play games integrated in a Competition without depositing U.S. Dollars into your Account for that Competition, then you are a "Non-Cash Player" with respect to such Competition. However, if you play in a Competition that requires an entry paid in U.S. Dollars ("Cash Competition"), then you are a "Cash Player", and if you establish a positive Account balance for entry fees for Cash Competitions, then you must submit and maintain at all times the following current and correct information: your full name, your permanent residential address, your phone number, and your credit card or other payment information. Participating in Cash Competitions may, in our sole discretion, require establishing a positive Account balance in any amount we determine. If you are a Cash Player, by submitting this information, you consent to allowing us to share your personal and payment information in confidence with third party service providers for the purposes of validating your identity and assessing the transaction risk associated with accepting your selected method of payment, and for any other purpose as detailed in our Privacy Policy. If you make a credit card deposit, we will submit an authorization request to the issuing bank of at least Ten U.S. Dollars (US\$10.00) to your credit limit, even if the actual amount charged may be lower. When you withdraw funds from your account, you may be required to submit your social security number or other identifying information. Failure to provide your social security number at that time may result in our inability to process your withdrawal for any winnings.

8.4. Bonus Funds. If you are a Cash Player then we may, from time to time in our sole discretion, grant you bonus funds and/or credits ("Bonus Funds"). Bonus Funds can be used to enter Cash Competitions, but cannot be withdrawn or used for any other Service. When you enter a Cash Competition, US\$0.01 (one U.S. cent) of Bonus Funds will be used to enter the competition for every US\$0.10 (ten U.S. cents) spent on the Cash Competition entry fee. Notwithstanding the foregoing, additional Bonus Funds will be used to enter Cash Competitions if it is the only currency available in your account. When you win a Cash Competition, any Bonus Funds that you have used to pay the entry fee will be returned to you and any additional winnings beyond your entry fee will be paid in U.S. Dollars. If you initiate a withdrawal of funds from your Account, you will forfeit all Bonus Funds currently in your Account. If you do not enter a Cash Competition within a continuous 60 day time period, all Bonus Funds in your account will be forfeit.

8.5. Withdrawals. If you are a Cash Player, you may request a withdrawal of funds from your available Account balance at any time. Digital Assets (as defined in Section 10.3) and Bonus Funds (as defined in Section 8.4) cannot be withdrawn. Processing of requested funds is made by check or by refund to the payment method used to make your deposit and may take up to ninety (90) days; provided, however, that we may freeze your Account and/or delay a request for withdrawal of funds pending completion of any

investigation of reported or suspected Abuse, verification of eligibility, or to comply with Applicable Laws. We may assess a check request processing fee of up to \$2.00 for any withdrawal of less than \$10.00.

8.6. Closing Accounts; Forfeiture of Funds. If you close your Account, we will return the funds in your Account subject to the terms of Section 8.5. If we unilaterally close or terminate your Account for cause as allowed in these Terms, funds in your Account may be forfeited and not returned to you. If your funds are forfeited by you in accordance with this Section or Sections 2.1, 4, 7.3, 7.4, 8.6 or 8.9 hereof, we may use these funds to defray the costs of administration and enforcement of these Terms, allocate or disburse such amounts to other Services, or donate these funds.

8.7. Account Monthly Maintenance Fee. If your Account is inactive (i.e. you have not entered at least one (1) tournament) for six (6) consecutive months or more, we reserve the right to charge a maintenance fee of \$2.00 per month (the "Monthly Maintenance Fee"). After five or more months of inactivity we will notify you by email that if your Account remains inactive for one more month, the Monthly Maintenance Fee will be deducted from your Account each consecutive month after that that it remains inactive. The Monthly Maintenance Fee will not be deducted from your Account if there are no funds in your Account. However, if your Account has no funds and has been inactive for twelve or more consecutive months we reserve the right to close your Account.

8.8. Refund Policy. Unless otherwise required by law, no refunds are given.

8.9. Winnings. If you are eligible to receive Winnings, we may require that you provide us with proof that you are, or were at the time of your participation in the subject Competition, eligible to participate in accordance with these Terms and that your participation was in accordance with these Terms. If you do not provide us with such proof to our reasonable satisfaction, then you will not receive the relevant Winnings. If you receive a payment in error, we may reverse or require return of the payment. You agree to cooperate with us in our efforts to do this. We may also reduce payment to you without notice to adjust for any previous overpayment.

8.10. Credit Card/PayPal Use. When you pay for any charges by credit card, you represent to us that you are the authorized user of such credit card. You must promptly notify us of any changes to your credit card account number, its expiration date and/or your billing address, or if your credit card expires or is canceled for any reason. We are not liable for any loss caused by any unauthorized use of your credit card or other method of payment by a third party (such as PayPal) in connection with the Services. Any attempt to defraud through the use of credit cards or other methods of payment, regardless of the outcome, or any failure by you to honor legitimate charges or requests for payment, will result in immediate termination of your Account, forfeiture of Winnings, and pursuit of civil litigation and/or criminal prosecution.

8.11. Taxes. If you are a U.S. resident, we may send you an IRS Form W-9 and 1099-MISC or other appropriate form if your Winnings total \$600 or more in any given calendar

year. Depending on the state in which you reside, we may also send you additional federal or state tax forms. Without limiting the foregoing, we may withhold from your existing Account balance and/or from future Winnings any amount required to be withheld by Applicable Laws, including amounts due in connection with your failure to complete relevant tax documentation, but you remain solely responsible for paying all federal, state and other taxes in accordance with all Applicable Laws.

## 9. COPYRIGHT COMPLAINTS

The Digital Millennium Copyright Act (DMCA) provides copyright owners who believe that their rights under the United States copyright law have been infringed by acts of third parties over the Internet with ways to protect their rights. If you believe that your copyrighted work has been copied without your authorization and is available in the Services in a way that may constitute copyright infringement, you can provide notice of your claim to the designated agent listed below. For your notice to be effective, it must include the following information:

1.
  1. A physical or electronic signature of a person authorized to act on behalf of the owner of the intellectual property right that is allegedly infringed;
  2. A description of the copyrighted work that you claim has been infringed upon;
  3. A description of where the material that you claim is infringing is located in this game; Information reasonably sufficient to permit us to contact the complaining party, such as address, telephone number, and, if available, an e-mail address at which the complaining party can be contacted;
  4. A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
  5. A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

Skillz' Designated Agent is: Skillz, Inc. Attn: Legal Department, P.O. Box 445, San Francisco, CA 94104; support@skillz.com.

## 10. PROPRIETARY RIGHTS

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## 11. TERM AND TERMINATION

These Terms apply to you and to us from the date that you accept them as provided above, until termination of your Account (whether by deactivation, cancellation, closure, expiration or termination by you or us). You may terminate these Terms at any time and for any reason by going to your Account webpage and following the account closure process. Upon termination of your Account, you must immediately discontinue use of the Services and the Software and your Account and promptly uninstall and delete all copies of the Software. Immediately upon termination of your Account, all license and rights granted to you under these Terms automatically terminate and you shall automatically forfeit the right to use Digital Assets. Your obligation to pay accrued Fees will survive any termination of these Terms. Any and all terms and conditions within these Terms which should, by their nature, survive termination of these Terms, will survive such termination (including without limitation Sections 3.3, 4, 5, 6, 8.6, 8.7, 8.9, 8.10, 10.3 and 12 through 15 (inclusive)).

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### 13. LIMITATIONS OF LIABILITY

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TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, OUR MAXIMUM LIABILITY TO YOU ARISING OUT OF OR IN ANY WAY CONNECTED TO THESE TERMS SHALL NOT EXCEED U.S. \$50.00. THE EXISTENCE OF ONE OR MORE CLAIMS BY YOU WILL NOT INCREASE OUR LIABILITY. IN NO EVENT SHALL OUR SUPPLIERS OR LICENSORS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO OUR PRODUCTS, INFORMATION OR SERVICES.

Certain jurisdictions do not allow limitations of liability for incidental, consequential or certain other types of damages; as such, the limitations and exclusions set forth in this Section may not apply to you.

### 14. DISPUTE RESOLUTION AND ARBITRATION

14.1. General. This Section applies to any Dispute except for Disputes relating to the enforcement or validity of our intellectual property rights. The term "Dispute" means any dispute, action, or other controversy between you and us concerning these Terms, the Services or any product, service or information we make available to you, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis. "Dispute" will be given the broadest possible meaning allowable under law. In the event of a Dispute, you or we must give the other a Notice of Dispute, which is a written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the Dispute, and the relief requested. You must send any Notice of Dispute by U.S. Mail to Skillz Customer Support, 1061 Market Street, 6th Floor, San

Francisco, CA 94103. We will send any Notice of Dispute to you by U.S. Mail to your address if we have it, or otherwise to your email address. You and we will attempt to resolve any Dispute through informal negotiation within sixty (60) days from the date the Notice of Dispute is sent. After sixty (60) days, either you or we may commence arbitration. You may also litigate any Dispute in small claims court in your county of residence or San Francisco, California, if the Dispute meets all requirements to be heard in the small claims court. You may litigate in small claims court whether or not you negotiated informally first.

14.2. Binding arbitration. If you and we do not resolve any Dispute by informal negotiation or in small claims court, any other effort to resolve the Dispute will be conducted exclusively by binding arbitration as described in this Section. Instead, all Disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the Federal Arbitration Act. Any court with jurisdiction over the parties may enforce the arbitrator's award.

14.3. Class action waiver. To the maximum extent permitted under applicable law, any proceedings to resolve or litigate any Dispute in any forum will be conducted solely on an individual basis. Neither you nor we will seek to have any Dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings. If this waiver is found to be illegal or unenforceable as to all or some parts of a Dispute, then it won't apply to those parts. Instead, those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration.

14.4. Arbitration procedure. If you are located within the United States, Canada, the United Kingdom or the European Union, or any of their territories, then any arbitration will be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules. You and we each agree to commence arbitration only in San Francisco, California, USA. You may request a telephonic or in-person hearing by following the AAA rules. In a Dispute involving \$10,000 or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. If you are located in a country other than listed above, then arbitration will be conducted by the International Court of Arbitration of the International Chamber of Commerce (ICC) pursuant to UNCITRAL rules, and the arbitration shall be conducted in English and the English version of these Terms (and not any translation) shall control, and both parties hereby agree to accord this arbitration agreement the broadest scope admissible under applicable Laws, and that it shall be interpreted in a non-restrictive manner. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually, and only to the extent required to satisfy your individual claim. These Terms govern to the extent they conflict with the arbitrators' commercial rules. The arbitrator may award compensatory damages, but shall NOT be authorized to award non-economic damages, such as for emotional distress, or pain and suffering or punitive or indirect, incidental or consequential damages. Each party shall bear its own attorneys' fees, cost and disbursements arising out of the

arbitration, and shall pay an equal share of the fees and costs of the arbitrator and AAA; however, the arbitrator may award to the prevailing party reimbursement of its reasonable attorneys' fees and costs (including, for example, expert witness fees and travel expenses), and/or the fees and costs of the arbitrator. Within fifteen (15) calendar days after conclusion of the arbitration, the arbitrator shall issue a written award and a written statement of decision describing the material factual findings and conclusions on which the award is based, including the calculation of any damages awarded. Judgment on the award may be entered by any court of competent jurisdiction. The parties waive their right to commence any action or judicial proceeding in connection with a dispute hereunder, except for purposes of: (i) recognition and/or enforcement of the arbitration award or any other decision by the arbitral tribunal, (ii) obliging the other party to participate in the arbitration proceedings, (iii) requesting any type of conservative or interim measure in connection with the dispute prior to the constitution of the arbitral tribunal, (iv) requesting the appearance of witnesses and/or experts, and/or (v) requesting that any information and/or documentation discovery be complied with. By agreeing to this binding arbitration provision, you understand that you are waiving certain rights and protections which may otherwise be available if a claim or Dispute were determined by litigation in court, including, without limitation, the right to seek or obtain certain types of damages precluded by this arbitration provision, the right to a jury trial, certain rights of appeal, the right bring a claim as a class member in any purported class or representative proceeding, and the right to invoke formal rules of procedure and evidence.

14.5. Claims or Disputes must be filed within one year. To the extent permitted by applicable law, any claim or Dispute under these Terms must be filed within one year from the date of the cause of action. If a claim or dispute isn't filed within one year, it's permanently barred.

14.6. Equitable Relief. You agree that we would be irreparably damaged if these Terms were not specifically enforced. Therefore, in addition to any other remedy we may have at law, and notwithstanding our agreement to arbitrate Disputes, we are entitled without bond, other security, or proof of damages, to seek appropriate equitable remedies with respect to your violation of these Terms in any court of competent jurisdiction.

14.7 LANGUAGE OF THE TERMS: If we provide a translated version of these Terms, the User Terms of Service, the Developer Terms and Conditions of Service, the Affiliate Program Terms of Service, the Skillz Privacy Policy, or any other terms or policy, it is for informational purposes only. If the translated version means something different than the English version, then the English meaning will be the one that applies.

## 15. MISCELLANEOUS

These Terms constitute the entire agreement between you and us pertaining to the subject matter hereof and supersede all prior or other arrangements, understandings, negotiations and discussions, whether oral or written. These Terms cannot be modified by you, and may only be modified by us as provided above. Our failure to require or enforce strict performance by you of any provision of these Terms or to exercise any right

under them shall not be construed as a waiver or relinquishment of our right to assert or rely upon any such provision or right in that or any other instance. The provisions of these Terms are intended to be severable. If for any reason any provision of these Terms shall be held invalid or unenforceable in whole or in part by any court of competent jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect. Section titles in these Terms are for reference only and have no legal effect. No right or remedy of ours shall be exclusive of any other, whether at law or in equity, including without limitation damages injunctive relief, attorneys' fees and expenses. We may assign these Terms, in whole or in part, at any time without notice to you. You may not assign these Terms or transfer any rights to use the Services or Software. You consent to our providing you notifications about the Services or information the law requires us to provide via email to the address that you specified when you created your Account. Notices emailed to you will be deemed given and received when the email is sent. If you do not consent to receive notices electronically, you must close your Account. These Terms are solely for your and our benefit, and not for the benefit of any other person, except for our successors and assigns.

A printed version of these Terms and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Please send any questions or comments (including all inquiries unrelated to copyright infringement) to: Skillz Customer Support, P.O. Box 445, San Francisco, CA 94104. Please print these Terms for your records.